

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY
OF DELAWARE, in its capacity as
Resigned Trustee of the Simon Bernstein
Irrevocable Trusts created for the benefit
of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN,
in their capacity as parents and natural
guardians of JOSHUA, JAKE AND
DANIEL BERNSTEIN, minors,

Respondents.

PETITIONER'S CORRECTED REQUEST FOR JUDICIAL NOTICE

(attaching copies of documents listed)

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE, through undersigned counsel, pursuant to Florida Statutes § 90.202 and 90.203, requests that this Court take judicial notice for trial and all other purposes of the following:

1. Second Mortgage by Simon L. Bernstein to Bernstein Family Realty, LLC, dated 7/8/2008 recorded in the Official Records of Palm Beach County, OR BK 22841, PG 1818, attached as Exhibit "A" hereto;
2. Amendment to Mortgage and Promissory Note among Bernstein Family Realty, LLC and Walter E. Sahn and Patricia Sahn dated 2/15/2012 recorded in the Official Records of Palm Beach County, OR BK 25132 PG 1051, attached as Exhibit "B" hereto; and

3. The Palm Beach County Property Appraiser's records for 2753 NW 34th Street, Boca Raton, property control number 06424710020070680, attached as Exhibit "C" hereto.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: /s/Steven A. Lessne
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 10th day of March, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A



CFN 20080327651
 OR BK 22841 PG 1818
 RECORDED 09/04/2008 14:10:25
 Palm Beach County, Florida
 AMT 365,000.00
 Deed Doc 1,277.50
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
 Tescher & Spallina, P.A.
 2101 Corporate Boulevard, Suite 107
 Boca Raton, FL 33431
 (561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee" (which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) \$365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of \$365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

in the presence of:

[Signature]
Jacelyn Johnson
(Print Name)

By: [Signature]
SIMON L. BERNSTEIN, Manager

[Signature]
Juliana Goldman
(Print Name)

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Signature of Notary Public

(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known or Produced Identification _____
Type of Identification Produced _____



I hereby certify that the foregoing is a true copy of the record in my office this day, Mar 04, 2015.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY [Signature] Deputy Clerk

EXHIBIT B

NC 159



CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

D Banks
Print Name: Diana Banks

By: *[Signature]*
Simon Bernstein, Manager

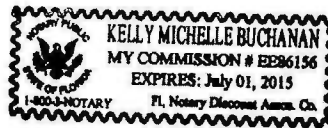
(Shari Dunham)
Print Name: Shari Dunham

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

(Seal)

[Signature]
Notary Public, State of Florida
Name: Kelly Michele Buchanan
Commission Expires: 7-1-2015
Commission No.: EE 86156



WITNESSES:

[Signature]
Print Name: Angela M. Lawrence

[Signature]
Print Name: Lisa Deanne Eppert

MORTGAGEE:

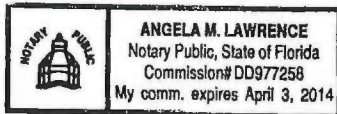
[Signature]
Walter E. Sahn

[Signature]
Patricia Sahn

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012 by Walter E. Sahn and Patricia Sahn. They are personally known to me or have produced driver's licenses as identification.

(Seal)



[Signature]
Notary Public, State of Florida
Name: Angela M. Lawrence
Commission Expires: April 3, 2014
Commission No.: DD977258



I hereby certify that the foregoing is a true copy of the record in my office this day, Mar 04, 2015.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY [Signature] Deputy Clerk

EXHIBIT C



Property Appraiser
Palm Beach County

Gary R. Nikollits, CFA

Homestead Exemption



Location Address 2753 NW 34TH ST
 Municipality BOCA RATON
 Parcel Control Number 06-42-47-10-02-007-0680
 Subdivision BOCA MADERA UNIT 2
 Official Records Book 22723 Page 689
 Sale Date JUN-2008
 Legal Description BOCA MADERA UNIT 2 LT 68 BLK G

Owners
BERNSTEIN FAMILY REALTY LLC

Mailing address
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487 1387

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2008	\$360,000	22723 / 0689	WARRANTY DEED	BERNSTEIN FAMILY REALTY LLC
NOV-1985	\$145,000	04720 / 0037	WARRANTY DEED	

No Exemption Information Available.

Number of Units 1 *Total Square Feet 2741 Acres 0.21
 Use Code 0100 - SINGLE FAMILY Zoning R1D - Single Family (06-BOCA RATON)

Tax Year	2014 P	2013	2012
Improvement Value	\$213,325	\$179,483	\$172,046
Land Value	\$85,500	\$90,831	\$94,615
Total Market Value	\$298,825	\$270,314	\$266,661

P = Preliminary All values are as of January 1st each year

Tax Year	2014 P	2013	2012
Assessed Value	\$297,345	\$270,314	\$266,661
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$297,345	\$270,314	\$266,661

Tax Year	2014 P	2013	2012
Ad Valorem	\$5,790	\$5,268	\$5,281
Non Ad Valorem	\$305	\$301	\$297
Total tax	\$6,095	\$5,569	\$5,578



PALM BEACH COUNTY---STATE OF FLORIDA

I hereby certify that the foregoing is an electronic duplicate/copy of the record in the Office of the Property Appraiser

This 5th Day of March 2015
 By *Delora Lamons* Deputy Appraiser